

THOMAS F. BERTRAND, State Bar No. 056560  
RICHARD W. OSMAN, State Bar No. 167993  
BERTRAND, FOX, & ELLIOT  
The Waterfront Building  
2749 Hyde Street  
San Francisco, California 94109  
Telephone: (415) 353-0999  
Facsimile: (415) 353-0990

Attorneys for Defendants CITY OF SAN RAFAEL  
and BRAD KASHACK

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

MARIE BEKELE, an individual,

Plaintiff,

vs.

CITY OF SAN RAFAEL, a municipal  
corporation, BRAD KASHACK, individually and  
in his official capacity as a police offer,

Defendants.

Case No.: C-06-6355 JSW

**STIPULATION AND PROTECTIVE  
ORDER**

1. The parties to the above-entitled action, by and through their counsel of record, hereby stipulate to entry of the attached protective order as to materials to be produced in discovery herein by defendant CITY OF SAN RAFAEL ("the CITY").

The materials included in the above-mentioned protective order are as follows:

- a. Any document which comprises an officer's personnel file and which is produced in discovery in the within matter from police personnel files maintained by the defendant CITY, including any Internal Affairs investigations and all other matters in an officer's personnel file;

- b. The names, addresses and telephone numbers of any civilian witnesses disclosed by defendants in discovery;
- c. Any and all public reports disclosed by defendants in discovery; and,
- d. Other materials that the parties agree in writing are to be covered by this Order.

All "confidential material" shall be designated by stamping or otherwise marking each such document as follows: **"CONFIDENTIAL "**

2. Confidential material shall be used solely in connection with the preparation and litigation of the case in the within action (Case No. C-06-6355 JSW) or in any related appellate proceeding, and not for any other purpose, including any other litigation, without the express approval of this court.

3. Confidential material may not be disclosed, except as is provided in paragraph 4, below.

4. Confidential material may be disclosed only to the following persons: (a) counsel for any party to this litigation; (b) paralegal, stenographic, clerical, and secretarial personnel regularly employed by counsel for the parties in this litigation; (c) court personnel, including stenographic reporters engaged in such proceedings as are necessarily incidental to preparation for trial in this action; (d) any outside expert or consultant retained by any party to the action in connection with the action, and not otherwise employed by either party; and, (e) any "in-house" expert designated by any party to testify at trial in this matter.

Nothing in this paragraph (4) is intended to prevent officials or employees of the City of San Rafael, or other authorized government officials, from having access to the documents so designated if they would have such access in the normal course of their job duties. Furthermore, nothing herein prevents any witness from disclosing events or activities personal to him or her, that is, a witness may disclose to others, without restriction under this order, information previously given to the City of San Rafael with respect to what he or she saw, heard, or otherwise sensed.

5. Each person to whom disclosure is made, with the exception of counsel, who are presumed to know the contents of this protective order, shall be provided by the person furnishing him or her "confidential material," as designated hereunder, with a copy of this order, and shall agree on the record, in writing, that he or she has read this protective order and consents to be subject to the jurisdiction of this court with respect to the enforcement of this order, including without limitation, any

1 proceeding for contempt. Unless such agreement is made on the record in this litigation, counsel  
2 making the disclosure to any person described above shall retain the original executed copy of said  
3 written agreement until final termination of this litigation.

4 6. At the conclusion of the trial in this matter, and of any appeal, or upon the termination  
5 of this action by any other means, all confidential material received under the provisions of this order,  
6 including any copies made thereof, shall be tendered back to the appropriate parties or their attorneys.  
7 Provisions of this order, insofar as they restrict the disclosure and use of the material, shall remain in  
8 full force and effect until further order of this court.

9 7. The foregoing is without prejudice to the right of any party to this action: (a) to apply  
10 to the court for a further protective order relating to any confidential material or relating to discovery  
11 in this litigation; (b) to apply to the court for an order removing the confidential material designation  
12 from any document; and, (c) to apply to the court for an order compelling production of documents or  
13 for modification of this order or for any order permitting disclosure of confidential material beyond the  
14 terms of this order. in compliance with Civil Local Rule 79-5.

15 Counsel for the parties to this action hereby declare that they have read the foregoing, that they  
16 approve thereof as to form and content, and that, on behalf of their clients in this action, they stipulate  
17 thereto.

18 SO STIPULATED.

19 Dated: December 06, 2006

Dated: December 13, 2006

20 MAKOFFS, LLP

BERTRAND, FOX & ELLIOT

21 By: 

21 By: 

22 Charlotte N. Makoff, Esq.  
23 Attorney for Plaintiff

22 Thomas F. Bertrand  
23 Richard W. Osman  
24 Attorneys for Defendants

**ORDER**

Good cause appearing, IT IS SO ORDERED.

Dated: December 18, 2006

  
UNITED STATES DISTRICT COURT JUDGE